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 PACIFIC GAS & ELECTRIC COMPANY

**UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA  
 OAKLAND DIVISION**

In Re  
  
 PG&E CORPORATION  
  
 v.  
  
 AECOM TECHNICAL SERVICES, INC.

Case No. 4:20-cv-05381-HSG (Lead Case)

(Reference withdrawn from Bankruptcy Case No. 19-30088, Adv. Proc. No. 20-03019 and Adv. Proc. No. 19-03008)

(Consolidated with Case No. 3:20-cv-08463-EMC)

**[PROPOSED] ORDER GRANTING  
 PG&E'S MOTION TO DISMISS/STRIKE  
 RE: AECOM'S SECOND AMENDED  
 COUNTERCLAIM**

[Fed. R. Civ. P. 12(b)(6), 15(a)]

Date: November 18, 2021  
 Time: 2:00 p.m.  
 Courtroom: 2, 4th Floor  
 Judge: Hon. Gilliam S. Haywood, Jr.

Complaint Filed: January 25, 2019  
 Trial Date: February 14, 2021

**[PROPOSED] ORDER**

Pending before this Court is Counter-Defendant Pacific Gas & Electric Company's (PG&E) Rule 15(a) Motion to Strike and Rule 12(b)(6) Motion to Dismiss filed as to Counter-Complainant AECOM Technical Services, Inc's (AECOM) Second Amended Counterclaim. Dkt. No. 65. Having fully considered the matter, the Court GRANTS the motion as follows:

1. Any new allegations pled by AECOM in support of second claim for Breach of Contract, third claim for Breach of Implied Warranty of Adequacy of Plans and Specifications, and fourth claim for Breach of the Implied Covenant of Good Faith and Fair Dealing are stricken for failure to seek leave to amend. AECOM is ordered to file an amended pleading restating its second, third, and fourth claims plead in its First Amended Counterclaim.

2. AECOM's Fifth Claim for Negligent Misrepresentation is dismissed with prejudice for failure to state a claim upon which relief may be granted.

3. AECOM's Sixth Claim for Fraudulent Concealment is dismissed with prejudice for failure to state a claim upon which relief may be granted.

4. AECOM's Seventh Claim for Quantum Meruit is dismissed with prejudice for failure to state a claim upon which relief may be granted.

5. AECOM's Eight Claim for Implied Contractual Indemnity is dismissed with prejudice for failure to state a claim upon which relief may be granted.

6. AECOM's Sixteenth Claim for Contribution/Apportionment is dismissed with prejudice for failure to state a claim upon which relief may be granted,

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
HON. GILLIAM S. HAYWOOD, JR.  
UNITED STATES DISTRICT COURT JUDGE